

EX PARTE OR LATE FILED

ORIGINAL  
**BELLSOUTH**

**BellSouth**  
Suite 900  
1133-21st Street, N.W.  
Washington, D.C. 20036-3351

robert.blau@bellsouth.com

April 14, 2000

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**RECEIVED**

APR 14 2000

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

**Robert T. Blau, Ph.D., CFA**  
Vice President-Executive and  
Federal Regulatory Affairs

202 463-4108  
Fax 202 463-4631

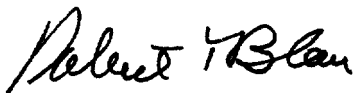
Re: Ex Parte in CC Docket 98-147

Dear Ms. Salas:

Today I submitted a written ex parte to Larry E. Strickling, Common Carrier Bureau Chief, stating BellSouth's position regarding the continuance of existing collocation arrangements and the provisioning of new collocation arrangements within its central offices in light of the recent Court of Appeals decision. Attached is that written ex parte.

Pursuant to Section 1.1206(a)(1) of the Commission's rules, we are filing two copies of this notice and that ex parte presentation. Please associate this notification with the record of CC Docket 98-147.

Sincerely,



Attachment

cc: Larry Strickling

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List ABCDE

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**Robert T. Blau, Ph.D., CFA**  
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April 14, 2000

Mr. Lawrence E. Strickling  
Chief, Common Carrier Bureau  
Federal Communications Commission  
445 Twelfth Street, SW  
Washington, DC 20554

Re: BellSouth's Collocation Arrangements

Dear Larry:

In response to your request, this will confirm BellSouth's position regarding the continuance of existing collocation arrangements and the provisioning of new collocation arrangements within its central offices in the light of the recent Court of Appeals decision regarding collocation. *GTE Services Corporation, et al., v. FCC*, No. 99-1176 (D.C. Cir. March 17, 2000).

BellSouth developed the terms and conditions for its collocation contracts based upon the collocation orders issued by the Commission. BellSouth continues to work hard to make each existing collocation contract conform to both the spirit and letter of these orders. This includes the collocation requirements set forth in the Commission's *First Report and Order* released on March 31, 1999. Moreover, BellSouth implements all collocation arrangements with CLECs pursuant to the collocation contracts in place with those CLECs until such time as those contracts are amended or renegotiated. Consequently, the implementation of each collocation arrangement conforms to the requirements established in the Commission's orders.

BellSouth will continue to honor all existing collocation contracts with CLECs. This includes continuing to process all requests for collocation consistent with the terms of the contract and allowing equipment that is currently in place to remain in its collocation space. Accordingly, regardless of the recent Court of Appeals' decision, BellSouth will not change existing collocation arrangements or procedures for processing requests under any existing collocation contract during the life of such contracts or until the Commission issues new rules regarding collocation. Upon issuance of new rules, BellSouth will seek to amend existing contracts, in accordance with the terms of the contracts, to comply with the new rules.

Mr. Larry E. Strickling  
April 14, 2000  
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Once a CLEC's contract expires, BellSouth may propose new language consistent with the Court of Appeals' decision that vacated portions of the Commission's rules established in the *First Report and Order*. Regarding existing collocation arrangements that do not conform to the Court of Appeals' decision, however, BellSouth will allow the equipment already installed in such arrangements to remain in place and will grandfather the already installed equipment in those arrangements under any new contract negotiated with the CLEC. BellSouth's willingness to grandfather such arrangements that do not conform to the Court of Appeal's decision is conditioned upon the Commission not treating such a grandfather clause as discriminatory. Should the Commission or a state commission assert that the grandfather clause is discriminatory or that other CLECs can opt into the grandfather clause under Section 51.809(e) of the Commission's rules, BellSouth reserves the right to terminate the grandfather clause and require the removal of non-conforming collocation arrangements.

Please contact me if you have any questions regarding BellSouth's positions discussed above.

Sincerely

A handwritten signature in black ink, appearing to read "Robert T. Blau". The signature is fluid and cursive, with the first name "Robert" and last name "Blau" clearly distinguishable.

Robert T. Blau